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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA	:	Hon. Leda Dunn Wettre
	:	
v.	:	Mag. No. 23-13255
	:	
CESAR HUMBERTO PINA,	:	<b>CRIMINAL COMPLAINT</b>
a/k/a "Flipping NJ"	:	

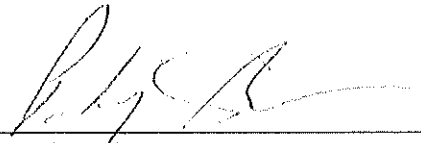
I, Special Agent Pankaj Sharma, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

**SEE ATTACHMENT A**

I further state that I am a Special Agent with the U.S. Attorney's Office for the District of New Jersey, and that this complaint is based on the following facts:

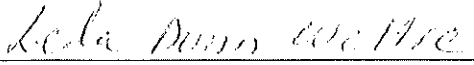
**SEE ATTACHMENT B**

Continued on the attached page and made a part hereof:

  
\_\_\_\_\_  
Pankaj Sharma  
Special Agent  
U.S. Attorney's Office for the  
District of New Jersey

Special Agent Pankaj Sharma attested to this Complaint by telephone pursuant to Fed. R. Crim. P. 4.1(b)(2)(A), on October 16, 2023.

HONORABLE LEDA DUNN WETTRE  
UNITED STATES MAGISTRATE JUDGE

  
\_\_\_\_\_  
Signature of Judicial Officer

ATTACHMENT A

COUNT ONE  
*(Wire Fraud)*

From in or around 2017 through in or around May 2023, in Passaic and Bergen Counties, in the District of New Jersey, and elsewhere, the defendant,

CESAR HUMBERTO PINA,  
a/k/a "Flipping NJ,"

knowingly and intentionally devised and intended to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing and attempting to execute such scheme and artifice to defraud, did knowingly transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, to wit, a wire transmission sent on or about September 13, 2022.

In violation of Title 18, United States Code, Section 1343.

## ATTACHMENT B

I, Pankaj Sharma, am a Special Agent with the U.S. Attorney's Office for the District of New Jersey. I am fully familiar with the facts set forth herein based on my own investigation, my conversations with other law enforcement officers, and my review of reports, documents, and other items of evidence. Because this Complaint is being submitted for a limited purpose, I have not set forth each and every fact that I know concerning this investigation. Where statements of others are related herein, they are related in substance and part. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

### The Defendant, Relevant Entities, and Overview of the Scheme

1. At all times relevant to this Complaint, Defendant Cesar Humberto Pina, a/k/a "Flipping NJ" ("Pina"), resided in New Jersey and held himself out to be a real estate investor, developer, and "flipper."

2. Pina and his business partner, a well-known disc jockey and radio personality ("Individual-1"), operated a company that conducted real estate seminars around the country. Together, they used Individual-1's celebrity to promote various real estate enterprises that Pina controlled. During real estate seminars, private one-on-one sessions, advertisements, public appearances, and otherwise, Pina represented that he was a highly successful real estate investor, owned thousands of properties in multiple states, and had business relationships with numerous celebrities. Through these efforts, Pina developed a significant following that included hundreds of thousands of social media followers.

3. Pina owned and/or controlled numerous business entities, which held real property and/or were used to open bank accounts that Pina used in furtherance of the charged offense. These included:

- a. Whairhouse LLC ("Whairhouse"), a New Jersey limited liability company with a principal place of business in Wayne, New Jersey; and
- b. FromStart2Flip LLC, a/k/a "From Start 2 Flipping LLC" ("From Start 2 Flipping"), a New Jersey limited liability company with a principal place of business in Totowa, New Jersey.

4. Starting at least in or around 2017, Pina began accepting investments from individual investors (the "Victims") for the alleged purchase, remodel, and sale of specific real estate projects in New Jersey and other states. Pina generally entered into contracts with the Victims that specified, among other things, the purpose of the investment, promised interest payments, and the timeframe for repayment. But rather than using the Victims' investments as promised, Pina engaged in a Ponzi-like

scheme wherein he commingled Victim investors' money and used new Victims' investments to pay off prior investors and cover personal expenditures.

5. Through the scheme, Pina defrauded dozens of Victims of millions of dollars. Examples of the manner and means of Pina's scheme are described below.

#### Manchester Ave Property

6. On or about April 4, 2019, Pina used Whairhouse to purchase a property, located on Manchester Avenue in Paterson, New Jersey ("Property-1"), for approximately \$140,000.

7. From in or around July 2019 through in or around April 2023, Pina solicited and received investments from dozens of different Victims for the purported purchase, renovation, and sale of Property-1. Pina typically concealed from the Victims, among other things, that he had already solicited and received money from other unwitting Victims to invest in Property-1. As a result, Pina collected more than approximately \$5 million from Victims as supposed investment capital just for Property-1.

8. As part of his fraud, Pina entered into contracts with each of the Victims, and each contract contained similar material misrepresentations.<sup>1</sup> For example, one of the Victims ("Victim-1") signed a contract with Pina in or around October 2022 in which Victim-1's company agreed to make a capital contribution of approximately \$200,000 to enter into a joint venture for the "purchase, remodel and sale" of Property-1. The contract further stated that Pina would return Victim-1's capital contribution within five months, plus an interest payment of approximately \$60,000, amounting to an approximately 30% return on investment. Pina fraudulently failed to disclose to Victim-1 and other similar Victims that Pina already owned Property-1, had mortgages or other loans on the property, and had obtained dozens of other individual investments for the same property.

9. In or around December 2022, in reliance on Pina's false and fraudulent misrepresentations and omissions, Victim-1 gave Pina approximately \$200,000.

10. In or around June and July 2023, Whairhouse sold Property-1 for approximately \$550,000. To date, Victim-1 and other similar Victims have received no money back from their Property-1 investments.

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<sup>1</sup> Many of these contracts contained typographical errors, which included listing the wrong address for Property-1.

### Park Ave Property

11. On or about November 14, 2018, Pina used Whairhouse to purchase a property, located on Park Avenue in Paterson, New Jersey ("Property-2"), for approximately \$225,000.

12. From in or around January 2021 through in or around March 2023, Pina solicited and received investments from more than a dozen Victims for the purchase, renovation, and sale of Property-2. Again, Pina concealed from the Victims, among other things, that he solicited and received money from other unwitting Victims to invest in Property-2, causing Pina to receive approximately \$3 million from Victims.

13. Victim-1 was among those Victims and signed a contract with Pina concerning Property-2 in or around December 2022. The contract provided that Victim-1's company would make a capital contribution of approximately \$100,000 to enter into a joint venture for the "purchase, remodel and sale" of Property-2. Pina further promised to reimburse Victim-1's capital contribution within five months, plus approximately \$35,000 in interest, amounting to approximately 35% in return on investment. Like with Property-1, Pina concealed that he already owned Property-2, had mortgages or other loans on the property, and had already obtained numerous other Victims' investments for the same property.

14. In or around December 2022, in reliance on Pina's false and fraudulent misrepresentations and omissions, Victim-1 provided Pina with an additional approximately \$100,000 to invest in Property-2.

15. Victim-1 and other similarly situated Victims have not received any money from their investments in Property-2.

### South Boyden Property

16. On or about December 9, 2020, Pina used From Start 2 Flipping to purchase a property, located on South Boyden Parkway in Maplewood, New Jersey ("Property-3"), for approximately \$409,500.

17. From in or around November 2020 through in or around April 2023, Pina solicited and received investments from more than two dozen Victims for the purported purchase, renovation, and sale of Property-3. Using the same modus operandi discussed above, Pina collected more than approximately \$5 million from these Victims as supposed investment capital for Property-3.

18. For example, one of the Victims ("Victim-2") entered into a contract with Pina concerning Property-3 in or around September 2022. The contract provided that Victim-2's company would make a capital contribution of \$250,000 to enter into a joint venture for the "purchase, remodel and sale" of Property-3. The contract further stated that Victim-2 would receive back his/her capital contribution within 5 months,

along with approximately \$50,000 in interest payments, for an approximately 20% return on investment. Pina fraudulently concealed his prior ownership of Property-3, the other mortgages and/or loans on the property, and the dozens of other Victims who invested in the same property.

19. Victim-2 has been repaid only a small portion of his/her investment, and many of the other Victims who invested in Property-3 remain unpaid.

#### Franklin Ave Property

20. On or about March 3, 2017, Pina used Whairhouse to purchase a property, located on Franklin Avenue in Hawthorne, New Jersey ("Property-4"), for approximately \$260,400.

21. From in or around July 2020 through in or around May 2023, using the same modus operandi discussed above, Pina solicited and received over approximately \$4 million from Victims in purported investment capital for Property-4.

22. Victim-2, for example, invested approximately \$250,000 in Property-4 based on Pina's false promises and material omissions, which were virtually identical to those pertaining to Property-1, Property-2, and Property-3, discussed above. On or about September 13, 2022, based on Pina's false and fraudulent misrepresentations and omissions, Victim-2 sent approximately \$500,000 via wire that traveled in interstate commerce to an account in the name of From Start 2 Flipping.

23. Victim-2 has been repaid only a small portion of his/her investment, and other Victims who invested in Property-4 remain unpaid.